



## THEIS COMMUNICATIONS CONSULTING, LLC

7633 Ganser Way, Suite 202 • Madison, WI 53719-2092 • 608.829.0271 • fax 608.829.1754  
miket@theisconsulting.com

January 27, 2009

Ms. Sandra Paske  
Secretary to the Commission  
Public Service Commission of Wisconsin  
610 North Whitney Way  
PO Box 7854  
Madison, Wisconsin 53707-7854

**Re: Application for the Approval of an Interconnection Agreement for the Transport and Termination of Telecommunications Traffic ("Agreement") Between 24-7 Telcom, Inc. and CTC Telcom, Inc ("CTC").**

Dear Ms. Paske:

I am filing this letter, and signed Agreement electronically on behalf of 24-7 Telcom, Inc. ("24-7 Telcom").

24-7 Telcom hereby requests approval, pursuant to 47 USC 252, of the enclosed Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between 24-7 Telcom and CTC. 24-7 Telcom has been authorized by CTC to submit this Agreement to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been sent to CTC via U. S. mail at the following address:

Rick Vergin, Chief Executive Officer  
CTC Telcom, Inc  
P.O. Box 664  
401 South First Street  
Cameron, Wisconsin 54822

If there are any questions regarding the filing of this Agreement, please contact me at 608-829-0271.

Sincerely,

Michael L. Theis President  
Theis Communications Consulting, LLC.

CC: Rick Vergin – CTC Telcom, Inc.  
CC: Randy Siler - 24-7 Telcom, Inc.

P.O. Box 664  
401 S. 1<sup>ST</sup> STREET  
CAMERON, WI 54822



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January 5, 2009

Mr. Randy Siler  
West Wisconsin Telcom Cooperative, Inc.  
P.O. Box 115  
E4528 County Road C  
Downsville, WI 54735

Dear Mr. Siler:

CTC Telcom, Inc. ("CTC"), with its principal offices at 401 South First Street, P.O. Box 664, Cameron, Wisconsin 54822, hereby requests approval of its adoption of the terms and conditions of the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between West Wisconsin Telcom Cooperative, Inc. and 24-7 Telcom, Inc. (collectively, "WWTC") and Alltel Communications, Inc. ("ALLTEL") dated April 1, 2004, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the State of Wisconsin in Docket No. 05-TI-1039 on June 15, 2004 ("Agreement"). This letter shall confirm that CTC has a copy of the Agreement.

By CTC's countersignature on this letter, CTC hereby agrees to the following:

1. Except as set forth below, CTC adopts the Agreement for interconnection with WWTC, and, in applying the terms and conditions of the Agreement, agrees that "CTC" shall be substituted in the place of "ALLTEL" in the Agreement wherever appropriate.
2. CTC requests that notice to CTC, as may be required under this Agreement, shall be provided as follows:

**To CTC:** Chief Executive Officer  
CTC Telcom, Inc.  
P.O. Box 664  
401 South First Street  
Cameron, Wisconsin 54822

**With a copy to:** Technical Operations Officer  
CTC Telcom, Inc.  
P.O. Box 664  
401 South First Street  
Cameron, Wisconsin 54822

Mr. Randy Siler

Page 2

January 5, 2009

3. CTC represents and warrants that it is a Wisconsin corporation licensed to provide wireless Telecommunications service in the State of Wisconsin, and that its adoption of the Agreement will cover the State of Wisconsin only.
4. CTC's adoption of the Agreement shall become effective on January 1, 2009 upon WWTC's filing of this letter with the Commission and shall terminate pursuant to Section 8.1 of the Agreement.
5. In Section 3.3 the OCN for CTC shall be changed to 283F.
6. The Parties agree that CTC may route traffic indirectly to WWTC in accordance with Section 4.4 of the Agreement.
7. At the end of Section 14.2.1 add to the end of the last sentence "... except as provided in Appendix B."
8. In Section 15.10.1 the CTC 24-hour contact number shall be changed to (715) 458-1825.
9. Appendix B, Section IV, The InterMTA Traffic Factors shall be changed as follows:

<b>Mobile-to-Land Traffic</b>	
Subject Traffic	100.0%
InterMTA	0.0%
Intrastate	0.0%
Interstate	0.0%
 <b>Land-to-Mobile Traffic</b>	
Subject Traffic	100.0%
10. CTC agrees to provision direct Type-2A Interconnection Facilities as provided in Appendix A within thirty (30) days after execution of this Agreement. The POI will be the actual Mid-Span Meet of the WWTC and CTC at the WWTC exchange boundary.



Mr. Randy Siler  
Page 3  
January 5, 2009

11. CTC and WWTC agree to replace Appendix BI. with the following upon completion of provisioning the Interconnection Facilities as provided in Appendix AI. and item 10 above:

**I) Charges for Transport and Termination**

- a) Per terminating minute of use. \$.0245
- b) This rate is reciprocal and symmetrical for Subject Traffic exchanged between WWTC and CTC and applies for all Subject Traffic MOU's Transiting at the Elk Lake Tandem to be terminated at a WWTC End Office Switch except as described below in Section IV.

12. **Appendix A III Shared Facilities Factor** shall be changed to:

Mobile-to-Land Telecommunications Traffic	00.0%
Land-to-Mobile Telecommunications Traffic	100.0%

13. The Agreement as amended shall be subject to any and all Applicable Law, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.
14. The following shall be added to Appendix B:

**VI. Reciprocal Compensation-Net Billing**

Each month during the term of this Agreement WWTC will bill CTC the net amount of terminating compensation due to WWTC based on the rates and billing factors in this Agreement. To calculate the net amount due, the number of mobile-to-land minutes of use delivered by CTC to WWTC, directly and indirectly, (rounded to the nearest whole minute) will be reduced by the number of land-to-mobile minutes of use delivered by WWTC to CTC, and the resulting net minutes of use will be multiplied by the applicable rate to arrive at the net amount due WWTC. Mobile-to-land minutes of use will be based on actual minutes of use delivered by CTC for termination by WWTC as measured by WWTC. Land-to-mobile minutes of use will be based on actual minutes of use originated by WWTC for termination by CTC as measured by WWTC. If WWTC cannot measure the originating minutes of use terminated to CTC, land-to-mobile

Mr. Randy Siler  
Page 4  
January 5, 2009

minutes of use shall be calculated by dividing the total number of Subject Traffic minutes of use delivered by CTC for termination by WWTC by the mobile-to-land factor of 70% and multiplying the results by the land-to-mobile factor of 30%.

In the event the Subject Traffic terminated on the Parties respective networks is de minimis such that the Reciprocal Compensation-Net Billing, as described above, is less than 5,000 minutes of use per month the Parties agree that WWTC will not bill CTC for Reciprocal Compensation.

The mobile-to-land and land-to-mobile billing factors ("Billing Factors") shall not be revised during the first twelve (12) months of this Agreement. Thereafter at the request of either Party the Billing Factors may be mutually adjusted based on actual traffic studies, but in no event more frequently than one (1) time annually. The requesting Party will provide the supporting documentation to the other Party before the Billing Factors will be adjusted. In the event of a dispute regarding the adjustment of the Billing Factors, the dispute will be resolved to the provision of Section 14.0 the ALLTEL Agreement. Each Party agrees to provide available detail billing records in conjunction with any adjustment.

Please indicate WWTC's agreement to the provisions of this letter by signing three (3) original copies of this letter on the spaces provided below on the following signature page and return to Rick Vergin at CTC Telcom, Inc., 401 South First Street, P.O. Box 664, Cameron, Wisconsin 54822.

Sincerely,



Rick Vergin  
Chief Executive Officer  
CTC Telcom, Inc.

Enclosures

Mr. Randy Siler  
Page 5  
January 5, 2009

AGREED and ACCEPTED this 21 day of JANUARY 2009.

CTC Telecom, Inc.

By: Rick Vergin

Name: Rick Vergin

Title: Chief Executive Officer

West Wisconsin Telecom Cooperative, Inc.

By: Randy R. Siler

Name: Randy Siler

Title: Executive Vice President

24/7 Telecom, Inc.

By: Randy R. Siler

Name: RANDY R. Siler

Title: Executive Vice President